

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Release of Water & Sewer Maintenance Bond for Retreat at Wekiva Ph 2

**DEPARTMENT:** Environmental Services **DIVISION:** Business Office

**AUTHORIZED BY:**  **CONTACT:**  **EXT.** 2148  
**Dr. John Cirello, Director** **Bob Briggs, Finance Manager**

**Agenda Date** 4-11-06 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐  
**Public Hearing – 1:30** ☐ **Public Hearing – 7:00** ☐

**MOTION/RECOMMENDATION:**

Approve release of original Water and Sewer Maintenance Bond

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**BACKGROUND:**

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division.

Release Maintenance Bond No: SU 5004578 (Retreat-Seminole, Limited) in the amount of \$30,300.28 for water and sewer which was accepted by submission into County Records Memorandum dated January 30, 2004 for the project known as Retreat @ Wekiva Ph 2. District 5 - Carey

**Reviewed by:**

**Co Atty:** N/A

**DFS:** \_\_\_\_\_

**Other:** \_\_\_\_\_

**DCM:** \_\_\_\_\_

**CM:** 

**File No.** CESA01



1158 Sanctuary Drive  
Oviedo, FL 32766

407-706-0221 FAX: 407-706-0225

Main Office: 41050 Vincenti Court, Novi, MI 48375 (248)615-1313

March 17, 2006

RE: Retreat at Wekiva, Phase 2

Becky Noggle  
Seminole County  
Environmental Services  
500 W. Lake Mary Blvd.  
Sanford, FL 32773

Dear Ms. Noggle:

I am in receipt of a letter informing us that there are no further deficiencies related to Maintenance Bond Number SU5004578. On behalf of the Retreat-Seminole Limited Partnership, I am requesting the Seminole County Board of County Commissioners to release the original bond.

Should you have any questions, please contact me at 407-467-1100.

Respectfully,

A handwritten signature in black ink, appearing to read "Marc Goodman".

Marc Goodman  
Director of Land Development  
Crosswinds Florida

ENVIRONMENTAL SERVICES DEPARTMENT



March 17, 2006

Retreat-Seminole Limited Partnership  
1158 Sanctuary Dr  
Oviedo, FL 32766

Re: Maintenance Bond for Water & Sewer

**Project Name: Retreat @ Wekiva Ph 2**  
**Bond# SU5004578**  
**Amount: \$30,300.28**  
**District #5**

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on 3/16/06 to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of 3/16/06, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Water and Sewer Maintenance Bond may be released as required by the LDC.

In writing, please contact Becky Noggle, 500 W Lake Mary Blvd, Sanford, FL 32773 to request the release of the Bond or Letter of Credit. Bond/LOC are to be released by the Board of County Commissioners through a regular board session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

Brent Keith  
Sr. Utilities Inspector

c: Project File

ENVIRONMENTAL SERVICES DEPARTMENT



February 17, 2006

CFG at Chapman, Inc.  
706 Turnbull Ave. Suite 102  
Altamonte Springs, FL 32701

Re: Maintenance Bond for Water & Sewer

**Project Name: Retreat @ Wekiva Ph 2**  
**Bond# SU5004578**  
**Amount: \$30,300.28**  
**District #5**

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on 2/15/06 to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of 2/15/06, the Seminole County Water and Sewer Inspector found the following deficiencies.

Blowoff assembly at Baccarat Ct needs to be located and brought to grade  
Water gate valve at 5034 Rockrose 2 valves at this location only 1 to grade  
Water gate valve at 4825 Rockrose 2 valves at this location only 1 to grade

Therefore, the above mentioned Water and Sewer Maintenance Bond may not be released as required by the LDC. Once this deficiency is repaired a second inspection will be required.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

*Paul Jackson for Brent Keith*

Brent Keith  
Sr. Utilities Inspector

c: Project File

BOND NO.: SU5004578  
PREMIUM: \$227.00

## MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Retreat-Seminole Limited Partnership, as Principal, and Arch Insurance Company, a corporation organized, existing under the laws of the State of Missouri, and duly licensed to do business in the State of Florida, as Surety, is held and firmly bound unto the County of Seminole, as Obligee, in the penal sum of Thirty Thousand Three Hundred and 28/100-Dollars (\$30,300.28) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the County of Seminole dated January 30, 2004 for

**The Retreat at Wekiva, Phase 2  
Sanitary Sewer and Potable Water Improvements**

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of Two year(s) after approval of the final estimate on said job, by the owner, against all defects in workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on the 30 day of January, 2004.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, If the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of Two year(s) from and after *completion of the work and acceptance by the Obligee* then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED  
December 12, 2003



Retreat-Seminole Limited Partnership,  
a Florida limited partnership  
By: **FL MSII/SEPII GP, L.L.C.**  
a Florida limited liability company  
General Partner  
By: **Hearthstone, Inc.**,  
a California corporation, Manager  
By: [Signature]  
Tracy T. Carver  
Senior Vice President-General Counsel

~~Arch Insurance Company~~  
By: [Signature]  
Maria Pena, Attorney-in-Fact

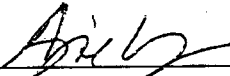
Document: Maintenance Bond (no. SU5004578)  
Retreat-Seminole Limited Partnership

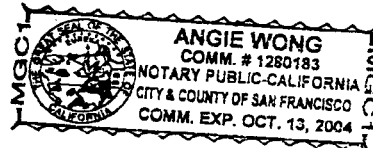
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State of California       )  
                                  ) ss.  
County of San Francisco )

On December 16, 2003, before me, Angie Wong, Notary Public, personally appeared TRACY T. CARVER, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary's Signature



(Seal)

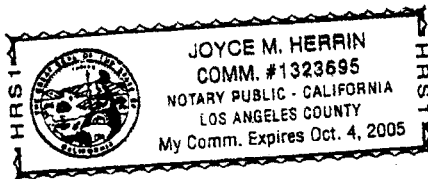
## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

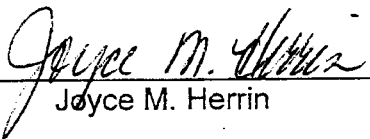
State of California

County of Los Angeles

On December 12, 2003 before me, Joyce M. Herrin, Notary Public, personally appeared Maria Peña, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



  
Joyce M. Herrin

# POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

KD Conrad, C.K. Nakamura, Joyce Herrin, Tom Branigan, Edward C. Spector, Marina Tapia, Clarice Lee, Richard E. Bigley, Lisa L. Thornton, Maria Pena, E. S. Albrecht Jr., Tracy Aston, Betty Walker and Brenda Wong of Los Angeles, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.





## **IMPORTANT NOTICE CONCERNING THE TERRORISM RISK INSURANCE ACT OF 2002**

The Terrorism Risk Insurance Act of 2002 establishes a mechanism by which the federal government will share, with the insurance industry, in losses arising out of "acts of terrorism" certified as such by the Secretary of the Treasury. "Certified acts of terrorism" are defined as events that cause more than \$5 million in losses and:

1. Are violent or dangerous to human life, property, or the infrastructure;
2. Result in damage within the United States, on a United States mission, or to a United States aircraft or vessel; and
3. Are committed by individuals, acting on behalf of foreign persons or interests, as part of an effort to coerce the civilian population of the United States or to influence the policies or conduct of the United States Government.

The Act specifies that coverage for "certified acts of terrorism" must be made available in commercial property and casualty policies of insurance, and it requires insurers to disclose any applicable premium charges and the federal share of compensation. We are making these disclosures in strict compliance with the Act.

### **Disclosure of Availability of Coverage for Terrorism Losses**

Coverage for losses resulting from "certified acts of terrorism" is being made available to you on terms, amounts, and limitations generally applicable to losses resulting from perils other than acts of terrorism.

### **Disclosure of Federal Share of Compensation for Terrorism Losses**

The federal government will pay a 90% share of an insurer's terrorism losses once the insurer has satisfied a significant aggregate annual deductible. For terrorism losses occurring in 2002, that deductible is 1% of the insurer's 2001 direct earned premium. For losses occurring in 2003, 2004 and 2005, the annual insurer deductibles are 7%, 10% and 15% of the prior year's direct earned premium, respectively. The Act provides that neither insurers nor the federal government are responsible for losses associated with "certified acts of terrorism" once aggregate annual insured losses exceed \$100 billion.

### **Disclosure of Terrorism Insurance Premium**

Your Bond premium charge for "certified acts of terrorism" coverage is \$ 0.